

**SAMPLE CONTRACT BETWEEN  
NURSING FACILITY AND LOAN REPAYMENT OR  
SCHOLARSHIP RECIPIENT**

**LONG TERM CARE NURSING SCHOLARSHIP AND  
LOAN REPAYMENT GRANT PROGRAM**

**For Nurses and Nursing Students**

Name of Nursing Facility \_\_\_\_\_

Address \_\_\_\_\_

The above-named nursing facility ("Nursing Facility") and nurse or nursing student ("Nurse") hereby enter into the following contract for repayment of educational loan expenses or for a nursing education scholarship, and to provide professional services for a specified period of time. Responsibilities of the parties are as follows:

The Nursing Facility will:

1. Pay the following amount of educational loan expenses or nursing scholarship dollars to the nurse or financial institution specified by the nurse:

\$ \_\_\_\_\_

2. Begin making payments within 60 (sixty) days after the nurse applicant has [1] begun working at the nursing facility, or [2] begun attending nursing school classes.

3. Make payments on the schedule as listed below:

Month _____	Year _____	Amount _____
Month _____	Year _____	Amount _____
Month _____	Year _____	Amount _____

The nurse or nursing student will:

Practice full-time nursing services [or an average of at least \_\_\_\_ hours of work per week] at the nursing facility beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

It is further agreed that if the nurse or nursing student breaches this loan repayment/nursing student scholarship contract by failing to begin or complete the obligated service, the nurse or nursing student is liable for the loan repayment or scholarship amounts which were paid by the nursing facility. Any damages the nursing facility is entitled to recover under this contract must be paid to the nursing facility within one year from the date of the breach of this loan repayment or nurse scholarship program contract.

Amounts not paid within the one-year period may be subject to collection through a bill collection company or through other collection methods. Damages recoverable for breach of contract include all interest, costs, and expenses incurred in collection, including attorney's fees.

For compelling reasons, the nursing facility may agree to accept a lesser measure of damages for breach of the loan repayment program contract.

It is understood that the nurse or nursing student is released from obligated service without penalty, if the obligated service has been completed, the nurse or nursing student is unable to complete the term of the contract because of permanent physical disability, the nurse or nursing student dies, or the nurse or nursing student proves extreme hardship or other good cause, to be determined by the nursing facility.

In addition, it is understood that any financial obligations of the Department of Health arising out of the Long Term Care Nursing Scholarship and Loan Repayment Grant Program that is conditioned on that Program is contingent on funds being appropriated by the Legislature for the program under North Dakota Century Code Section 23-01-03.3.

This contract is in effect when signed by all parties.

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Signature of Nursing Facility Representative

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Date

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Signature of Nurse/Nursing Student

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Date